

SUPERINTENDENT'S CONTRACT

This Superintendent's Contract ("Contract") is entered into this 12th day of September, 2017, between Tucson Unified School District No. 1 of Pima County, Arizona (the "District"), by and through its Governing Board (the "Board"), and Dr. Gabriel Trujillo (the "Superintendent").

IT IS AGREED:

1. Employment and Term of Contract: The District agrees to employ the Superintendent and the Superintendent agrees to be employed for a period beginning September 13, 2017, and ending June 30, 2019, as Superintendent of Schools for the District.
2. Duties: The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed by the laws and regulations of the State of Arizona and the policies, rules and regulations of the Governing Board, as those policies, rules and regulations may be amended from time to time, as well as such other duties as may be assigned to the Superintendent by the Board, all subject to the Board's exclusive authority to hire and fire employees and to determine employee compensation. The Superintendent is responsible for knowing and carrying out all policies adopted by the Board. The Superintendent shall make reasonable efforts to meet individually with each member of the Board at least once a month.
3. Salary: In consideration for performance of the above-described duties, the District agrees to pay to the Superintendent, beginning September 13, 2017, an annual salary ("Annual Salary") of Two Hundred Thousand Dollars (\$200,000) prorated during the first fiscal year based on the September 13, 2017, starting date of this Contract.

The Annual Salary referenced in this paragraph:

- a. Shall be increased in the same amount as any general salary increase that is provided to other District administrators; and
- b. Is in addition to and exclusive of the contingent performance pay monies referenced in subparagraph 4(f) below.

Annual Salary payments shall be evenly proportioned and paid every two weeks as is customary in the District.

4. Benefits: In addition to the Annual Salary referenced in paragraph 3 above, the Board agrees to provide the Superintendent, during the term of this Contract, those fringe benefits that it furnishes to administrative employees of the District. In addition and/or as a modification to these fringe benefits, the Board shall furnish to the Superintendent the fringe benefits expressly referenced in this Contract, including the following:
 - a. Vacation Leave: The Superintendent shall have the same paid holidays as other District employees. In addition to and separate from such holidays, the Superintendent shall receive twenty-eight (28) days of paid vacation leave per fiscal year, with such days prorated for the first fiscal year of this Contract. The

Superintendent shall be permitted to carry forward from one fiscal year to the next no more than fifteen (15) days of unused vacation leave. As of June 10 of each fiscal year of this Contract, the Superintendent may request in writing to be compensated at his then daily rate of pay (“Daily Rate of Pay”) for up to twenty (20) accrued and unused vacation days. Vacation leave days remaining after such payment will be carried over into the next fiscal year unless and except to the extent that they are used by the Superintendent between June 11 and June 30 of that fiscal year and subject to the fifteen (15) day limit set forth above. Upon termination of this Contract other than under Paragraphs 7 and 9, below, the Superintendent shall be compensated for all of his then-accrued and unused vacation leave at his then Daily Rate of Pay.

- b. Illness Leave: The Superintendent shall receive eight (8) days of illness leave per fiscal year, four (4) days of which can be used by the Superintendent as personal leave days. The remaining days may be used for any reason set forth in the Fair Wages and Health Families Act, A.R.S. 23-373. These days are deemed earned, for the first year of this Contract, upon execution of this Contract and, for the second year of this Contract, on July 1, 2018. Unused illness leave accumulates from year to year without limit. Upon termination of this Contract other than under Paragraphs 7 and 9, below, the Superintendent shall be compensated for his then-accrued and unused illness leave, subject to a maximum of twenty (20) days, at two thirds (66.67%) of his Daily Rate of Pay.
- c. Insurance: In addition to the group health insurance and term life insurance benefits provided to all administrators, the District shall pay for an additional Two Hundred Thousand Dollars (\$200,000) of life insurance coverage for Superintendent and shall pay the premiums for short-term disability insurance for the Superintendent. Assuming reasonable insurability of the Superintendent and reasonable commercial availability of the insurance being purchased, the District shall pay the full premium costs required to purchase a disability insurance policy for the benefit of, and insuring, the Superintendent. Such disability insurance policy shall provide for disability benefit payments up to sixty six and two thirds percent (66 2/3%) of the Superintendent’s Annual Salary payments, with such payments commencing thirty (30) days after the Superintendent cannot continuously perform the material duties of his position as a result of a disabling condition. In no event shall the District’s financial obligation established by this paragraph to provide life and disability benefits beyond that provided to other District administrators exceed a total of \$3,600 in any given year. If the cost of such benefits exceeds a total of \$3,600 annually, the Superintendent shall have the option of reducing the coverage or paying the difference in premiums himself.
- d. Allowance and Reimbursement: In recognition that the Superintendent will incur non-reimbursable travel and business expenses while performing his job duties and civic responsibilities, the District shall pay to the Superintendent, in addition to the Annual Salary and other compensation set forth above, the annual sum of Twenty Thousand Dollars (\$20,000) in equal amounts on regular District paydays. This amount shall be prorated during the first fiscal year of this Contract. This monthly payment is intended to cover the Superintendent’s costs for the Superintendent’s automobile transportation, his civic responsibilities, and any technology he may need

outside of the office, such as cellular phone, computer, etc. In consideration of the additional compensation set forth in this paragraph, the Superintendent agrees not to use a District automobile for business travel within Pima County. For business travel outside of Pima County, the Superintendent may use a District vehicle or request reimbursement for mileage for his personal vehicle or reimbursement for a rental car/taxi, as appropriate.

The District shall pay or reimburse the Superintendent for reimbursable travel expenses (including meal per diem, accommodations, and transportation), as permitted by Arizona law and consistent with District policy, incurred in the continuing performance of the Superintendent's duties under this Contract, except that the District will not reimburse the Superintendent for transportation costs within Pima County.

- e. Professional Activities and Growth: The Board encourages the Superintendent to attend relevant professional seminars and meetings at the local, state and national level. The Board shall provide a reasonable amount of release time for the Superintendent to attend such seminars and meetings. Subject to prior Board approval, expenses for professional activities and learning experiences shall be reimbursed to the extent appropriate and customary. In addition, and to the extent permitted by A.R.S. § 15-511, the District shall pay Superintendent's annual membership fees or dues of the Superintendent in the Arizona Association of School Administrators (ASA), the American Association of School Administrators (AASA), the Urban Superintendents of America, the Arizona Association of Latino Administrators and Superintendents (AZALAS) and additional professional organizations the Superintendent deems appropriate in the performance of his duties, subject to Board approval. Unless otherwise agreed upon in advance by the Board, membership fees and dues under this paragraph shall not exceed Three Thousand Dollars (\$3,000) annually.

- f. Performance Pay: Each fiscal year during the term of this Contract, the District shall set aside Five Thousand Dollars (\$5,000) as contingent performance pay monies. Some or all of the performance pay monies shall be paid to the Superintendent as additional compensation in accordance with the terms of the Performance Based Pay Plan that has been approved by the Governing Board for the term of this Contract, attached hereto as Appendix A. This amount shall not be prorated during the initial fiscal year of this Contract. Performance Pay goals for the 2017-18 school year shall be determined no later than October 31, 2017. These goals shall be revisited and revised, as appropriate, for the 2018-19 school year between July 1, 2018 and October 1, 2018.

- g. Participation in Superintendent Collaborative Network: In the first fiscal year of this Contract, Superintendent shall participate in the Superintendent's Collaborative Network offered by Grand Canyon University, the Arizona Association of School Administrators, and the Arizona Department of Education, as described in Appendix B. In the second fiscal year of this Contract, the Board shall offer to the Superintendent the continuing services of a mentor, approved in advance by the Board, with the reasonable cost of such mentor paid by the District.

5. Superintendent Evaluation and Superintendent/Board Relations: On at least one occasion each fiscal year, and more often at the discretion of the Board, the Board shall schedule and hold a personnel executive session for the purpose of evaluating the Superintendent's job performance. In addition, the Board shall devote at least one portion of one meeting, either in May or June of each fiscal year, to a discussion with the Superintendent in executive session about the working relationship between the Superintendent and the Board. Failure of the Board to conduct executive sessions as referenced in this paragraph shall neither obligate the Board to extend this Contract nor result in an automatic extension thereof.
6. Outside Activities: The Superintendent agrees to devote such time, skill, labor and attention to his employment as is necessary to perform faithfully the duties of Superintendent during the term of this Contract. The Superintendent may engage in other professional activities of short duration, so long as they do not conflict with the duties of the Superintendent and the Superintendent may receive compensation for such activities so long as any such compensated activity is approved by the Board in advance.
7. Termination for Cause: Throughout the term of this Contract, the Superintendent shall be subject to discharge for good cause; provided, however, that the Board shall not arbitrarily and capriciously call for dismissal. Failure of the Superintendent to make adequate progress, as reasonably determined by the Board, towards the goals created pursuant to Appendix A (Performance Based Compensation Plan) shall constitute cause for dismissal.
8. Termination without Cause: In its discretion and independent of whether cause does or does not exist, the Board, upon not less than thirty (30) days written notice to the Superintendent, may unilaterally terminate this Contract. In the event of such termination, the District shall pay to the Superintendent an amount equal to the remaining Annual Salary for the remaining term of this Contract, any accrued and unused Vacation Leave in accordance with Paragraph 4(a) and any accrued and unused Illness Leave in accordance with Paragraph 4(b).
9. Resignation: If Superintendent desires to terminate this Contract, he shall provide written notice of his resignation to the Board at least ninety (90) days prior to the intended termination date. If the Contract is terminated under this Paragraph, Superintendent shall receive only his prorated Annual Base Salary to the date of termination of employment and forfeit all right to other compensation and benefits under this Contract for the remainder of its term.
10. Disability: Should the Superintendent be unable to perform the duties and obligations required by this Contract by reason of illness, accident or other cause beyond the Superintendent's control, and should such disability extend for any period of time after the Superintendent has exhausted any accumulated illness, vacation, and Family Medical Leave Act leave, the Board, in its discretion, may either (a) grant the Superintendent an unpaid leave of absence for any remaining portion of time that the Superintendent is unable to perform his duties and obligations, or (b) terminate this Contract without further obligation owed to the Superintendent.
11. Indemnity: The District shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of

the District, provided the incident arose while the Superintendent was acting within the scope and course of his employment with the District. Notwithstanding the above, this hold harmless and indemnification clause shall not apply to any demand, claim, suit, action or legal proceeding where the interests of the Board or District are adverse to the interests of the Superintendent.

12. Termination of Prior Contract: Execution of this Contract by the Superintendent and the District shall automatically be deemed to terminate, effective as of the end of the work day on the date following the date this Contract commences, the Interim Superintendent's Contract and the Assistant Superintendent for Curriculum and Instruction Contract between the parties.
13. Arizona Law Governs: This Contract has been executed in Arizona and shall be governed in accordance with the laws of the State of Arizona.
14. Integration and Attorneys' Fees: This Contract contains all of the terms agreed upon by the parties and it supersedes all prior agreements and communications between the parties. If either party is required to commence litigation to enforce the terms of this Contract, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

This Contract was approved by the Governing Board at an open meeting held on September 12, 2017.

Gabriel Trujillo, Superintendent

Governing Board of Tucson Unified
School District No. 1 of Pima County,
Arizona

(Superintendent) (Date)

(Governing Board President) (Date)

APPENDIX A
PERFORMANCE-BASED COMPENSATION PLAN

This Contract Addendum provides for a Performance-Based Compensation Plan required by A.R.S. §15-341(40).

A. Performance-Based Compensation: For fiscal years 2017-2018 and 2018-19, the Superintendent shall be eligible to receive up to Five Thousand Dollars (\$5,000) in Performance-Based Compensation, above and beyond the compensation and fringe benefits provided in the Superintendent's Contract, dependent upon assessment by the Governing Board as set forth below.

B. Determination of Criteria for Award of Performance-Based Compensation: The Superintendent and the Governing Board agree that the goals by which the Superintendent's Performance-Based Compensation shall be measured shall be those goals identified by the Governing Board at Board meetings scheduled no later than October 31, 2017 for the 2017-18 school year and no later than October 1, 2018, for the 2018-19 school year. The approved goals shall each be given a relative weight, expressed as a percentage, so that the total weight of all approved goals equals 100%. If the Board fails to adopt specific weights for some or all of the goals, those goals shall be deemed to have equal weight, with the total percentage weight for all goals equaling 100%. The Superintendent and Governing Board shall each make good faith efforts to agree on the goals and the percentage weight to be assigned each goal. If, despite the earnest efforts of each, the Superintendent and Governing Board cannot agree whether the Board should adopt one or more of the particular goals being discussed, or cannot agree on the weight to be assigned to one or more specific goals, the Governing Board, by majority vote, shall determine the goal(s) and/or weight(s) assigned to such goal(s). In any event, on or before October 31, 2017, for the 2017-2018 fiscal year and on or before October 1, 2018, for the 2018-2019 fiscal year the Governing Board shall, in an open meeting, adopt performance goals for the Superintendent and assign relative weights to each goal. The goals adopted by the Governing Board shall be used to determine the Superintendent's Performance-Based Compensation.

C. Assessment of Goal Achievement and Awarding of Performance-Based Compensation: The Governing Board shall determine, by majority vote, whether the Superintendent has achieved any of the goals adopted by the Governing Board. For each goal that a majority of the Governing Board determines the Superintendent has met, the Superintendent shall be awarded a percentage of the \$5,000 Performance-Based Compensation equal to the percentage weight of that particular goal. If the Governing Board determines that the Superintendent has partially achieved a particular goal, the Governing Board shall, by majority vote, determine the percentage for that partial achievement. Superintendent's Performance-Based Compensation for such partial achievement shall be determined by multiplying the percentage achievement of the particular achievement by the percentage weight of that goal and then multiplying that product by the \$5,000. Except as provided in the following sentence, the Governing Board's assessment of the Superintendent's job performance based on the adopted goals shall occur between May 15 and June 15 of each fiscal year, and payment of the Performance Based Compensation to the Superintendent shall occur within twenty (20) days following the Governing Board's assessment. Notwithstanding the above, if data to assess any goal is not available by the date set forth above (for example student test data), then the Governing Board shall assess the Superintendent's performance related to such goal(s) within

thirty (30) days after the data is available and payment related to such goal(s), if any, shall be made within fifteen (15) days after the Governing Board assesses the Superintendent's performance related to such goal(s). The parties acknowledge that, in the final year of the Superintendent's Contract, this obligation may extend beyond the termination date of the Contract.

APPENDIX B

Mission of the Superintendent's Collaborative Network

Provide at no cost to new first year Arizona superintendents a professional development program which consists of: 1) four seminars, 2) a retired Arizona superintendent assigned to each superintendent as mentor/coach, 3) expert guest speakers and 4) a collaborative network portal to prepare first year superintendents for the leadership responsibility that they have been appointed to.

Expected Program Outcomes – The Superintendents Collaborative Network will provide:

- Strategies and tools to plan and execute their first 100 days
- Strategies to communicate with internal and external communities
- Skills and background information to identify and address emerging challenges
- Knowledge sufficient to demystify the school district budget process
- Strategies to avoid making mistakes in high profile leadership areas
- Skills and strategies to establish positive relationships with state legislators
- Skills and strategies to promote positive board communication
- Strategies to attract and retain exceptional educators
- Skills and strategies to educate and lead through an entrepreneurial lens
- Skills and strategies to facilitate leading with the head, heart and soul
- Preparation to superintendents for year two of their tenure
- Information on our SCN/PLN website on current topics impacting educational leadership

Evaluations

- After each seminar, superintendents are provided an evaluation form to review the seminar and suggest additional topics that are determined to be of importance for them for future discussion.
- A year-end evaluation is also done to measure the success of the program and provide continuous improvement suggestions.
- We will also track superintendent retention.
- The total number of districts and student served will be tallied.